

**— EXHIBIT B —**

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# Terms of use

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Medical Disclaimer: In the event of a medical emergency, please call 911. Our Digital Service is not designed to facilitate medical emergencies. No information on this Digital Service should be used as personal medical advice, diagnosis or treatment. Because each person's health needs are different, a health care provider should be consulted before acting on any information provided in this Digital Service.

## For Care Management Application Use



Your care team closely reviews your symptoms during business hours M-F from 8am-5pm CST and on Saturday & Sunday until noon CST. If you are experiencing symptoms that need immediate medical attention, please contact your primary care provider's office, or follow the directions above in the event of an emergency.

Effective Date: October 15, 2019

Revised: August 14, 2020

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- Village Medical at Walgreens
- Village Medical at Home
- Village Medical Pharmacy
- Village Medical Physical Therapy

This Terms of Use governs your access to and use of the Digital Service, including any content, functionality and services offered on or through the Digital Service. Please read these Terms of Use carefully before accessing or using the Digital Service, so that you fully understand your rights and responsibilities.

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## Do these Terms of Use change?

We may revise and update these Terms of Use from time to time, in our sole discretion. All changes are effective immediately when we post them. Material changes will be posted conspicuously on the Digital Service. Your continued use of the Digital Service following the posting of the revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes.

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## Will I be able to receive medical advice through this Digital Service?

No. The Digital Service and its content is not considered medical advice and should not be

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topics and providing general information on VillageMD and the services we provide. This Digital Service does not and is not intended to cover all diseases, ailments, physical conditions, or their treatment options. This Digital Service provides generalized information and not individual medical diagnosis or treatment recommendations. Contact your physician or other qualified healthcare provider for advice if you have personal or individual questions about a disease, treatment or new health and wellness program. In case of an emergency, contact your local emergency services immediately as the Digital Service is not monitored at all times.

Certain information contained in the Digital Service is compiled from a variety of independent third-party sources. We make no guarantee whatsoever that the information contained in the Digital Service is accurate or up to date. The creators, designers and maintainers of the Digital Service do not directly or indirectly practice medicine or dispense medical services through this Digital Service.

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## How accurate is the information on this Digital Service?

You are responsible for the accuracy of information that you submit to us via the Digital Service. We have no obligation nor do we accept any liability for information that is not accurate.

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possible that the Digital Service and its content could include inaccuracies or errors, or not contain the most up-to-date information, and third parties could make unauthorized additions, deletions, and alterations to the Digital Service. Please inform VillageMD in the event you become aware of an inaccuracy so that it can be corrected.

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## If I am a patient of VillageMD, can I access my information through the Digital Service?

The athena Patient Portal is operated and maintained by athena and is for registered VillageMD patients and is separate and apart from the Digital Service. VillageMD does not maintain the athena Patient Portal. VillageMD patients may access the athena Patient Portal [here](#).

If you are a VillageMD patient and would like access to the athena Patient Portal to better manage your healthcare, please contact your practice. Specific practice contact information may be found [here](#). The tools available in the athena Patient Portal are for your information and personal use only, and the accuracy of such tools cannot be guaranteed. You are solely responsible for the accuracy of any information you provide to us via the athena Patient Portal.

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for services provided by VillageMD are subject to the limitations of your individual insurance coverage. Please always check with your insurance carrier regarding benefit coverage. Additional information about use of credit cards via the Digital Service is set forth below.

Information gathered and maintained via the athena Patient Portal is personally identifiable and protected health information. You may see how we collect, use and maintain your information via the VillageMD Privacy Policy and, if you are a patient, the VillageMD Notice of Privacy Practices.

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## Does VillageMD have control over my password for private-access portions of the Digital Service?

No. Carefully choose, use, and save your passwords for any private-access portion of the Digital Service, such as the athena Patient Portal or the online employment application portal. We have no control over use of passwords and cannot tell whether someone else is accessing the Digital Service under your password. As a result, you are solely responsible for any use of your password or other login information by you or any third party, and we have no responsibility or liability for any such use.

From time to time, we may restrict access to some parts of the Digital Service, or the entire

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username, password, or other identifier at any time if, in VillageMD's opinion, you have violated any provision of these Terms of Use. If for any reason all or any part of the Digital Service is unavailable for any time period, we are not liable.

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## Are there classes and events users can sign up for?

Where offered, you may sign up for email notification for classes and events. You may also register online for available classes and events. Any payments for classes and events may be made online using a credit or other payment card. Additional information on credit or other card payments is set forth below. If you sign up for email notification or otherwise register for a class or event, we will use the information you provide us as set forth in the VillageMD Privacy Policy .

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## What about paying for medical or other healthcare services?

As a patient of VillageMD, you may also submit credit card information for payment of medical or other healthcare services provided by a VillageMD facility by accessing your account via the athena Patient Portal.

You must submit the necessary card information before your payment or order will be processed.



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this type of use. Payment is subject to the approval of the financial institution issuing the card. We assume no responsibility or liability if the financial institution refuses to accept or honor your card for any reason

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## Can I apply online for a job at VillageMD?

Yes. VillageMD accepts applications for employment online. You may register to submit your application or resume online, subject to additional terms and conditions applicable to such online employment application process. Submitting your resume or online application for an open position does not guarantee or entitle you to any job or consideration for any particular position.

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## Does VillageMD have a Privacy Policy?

Yes. The use of the Digital Service is also governed by the terms of the VillageMD Privacy Policy which are incorporated into these Terms of Use by this reference. Any protected health information collected on the Digital Service will be used and disclosed only in accordance with VillageMD's Notice of Privacy Practices. By using the Digital Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

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## Service?

You may only use the Digital Service for lawful purposes and in accordance with these Terms of Use. You agree not to use the Digital Service:

- In any way that violates any applicable federal, state, local or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material that does not comply with this Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate VillageMD, a VillageMD employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Digital Service, or which, as determined by us, may harm VillageMD or users of the Digital Service, or expose them to liability. This includes using any device, software or routine that interferes with the proper working of the Digital Service; introducing any malicious or technologically harmful material; attempting to gain authorized access to,

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- Google Analytics. We use Google Analytics for tracking queries submitted to their search engines. We also use Google's DoubleClick technology for tracking our advertisements, enabling "tell-a-friend" social media functionality and providing us with the contact information of users who submit a request for additional information about our services via click-through advertisements. View Google's privacy policy.
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## What happens if there is a dispute between me and VillageMD over these Terms of Use?

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Any legal issue you have regarding the Digital Service must be commenced within one year after the legal issue arises or the claim or cause of action is barred. In any action to enforce these Terms of Use, VillageMD will be entitled to all costs and attorney fees it incurs.

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## Is this information all I need to know?

The material included in the Digital Service Terms of Use, along with the VillageMD Privacy Policy, constitutes the entire agreement between VillageMD and you regarding the Digital Service.

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unenforceable or invalid, then the court will modify such provision to the minimum extent necessary to make such provision enforceable and valid. Should such modification prove impossible or impracticable, then the provision will be severed, and the remaining terms of this Agreement interpreted and read to give them maximum enforceability.

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For more information about our Village Medical Primary Care Clinic locations, please visit <https://www.villagemedical.com/locations>

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